

1 – GENERAL PROVISIONS

These General Terms and Conditions of Sale apply to all our sales, covering all our Products (price-listed products, non price-listed products and products customized at the Client's request). Unless BAYARD agrees otherwise in writing, they shall prevail over any general terms and conditions of purchase produced by the Client. BAYARD shall retain the option of amending its General Terms and Conditions of Sale without notice.

2 – ORDERS – ACCEPTANCE

- 2.1 The Client shall be deemed to have accepted the BAYARD terms and conditions of sale when it places an order.
- 2.2 Clients orders are firm and irrevocably binding. Unless BAYARD agrees otherwise beforehand in writing, any cancellation or amendment, before delivery, of all or part of an order for price-listed products shall give rise to the imposition of a penalty charge of 20% of the ex-tax price of the initial order. Orders for non price-listed products and / or products customized at the Client's request may not be cancelled or amended.

3 – PRODUCTS

- 3.1 Information regarding the general or normative characteristics, the dimensions, the use or the production of the BAYARD Products featured in its catalogues or on its websites or conveyed via any other medium are provided for information purposes.
- 3.2 BAYARD reserves the right to alter the information conveyed via the media referred to above in any way that is required for the purpose of production.

4 – INTELLECTUAL PROPERTY RIGHTS

The plans, studies, calculations and documents realized by BAYARD shall remain the property of BAYARD. They may not be disclosed, reproduced or used unless BAYARD provides prior written permission to do so.

5 – PRICES

- 5.1 The prices payable for Products depend on the quantities ordered by the Client. Any change made in the quantities after issuing of the acknowledgement of receipt of the order shall require prior permission from BAYARD and may give rise to modifications in the price and delivery time, without prejudice to the penalty charges referred to above. The Client may only postpone payment or withhold any proportion of it if BAYARD agrees to this in writing beforehand.
- 5.2 The prices payable are based:
 - on the current price list, or
 - on an application of a revision formula specifically agreed between the parties, or
 - on the quotation produced by BAYARD and accepted by the Client.
- 5.3 They are expressed in Euros, for complete packaging units, ex-works, exclusive of tax, and with specific packaging, carriage and administration payable in addition.

6 – PAYMENT TERMS – IMMEDIATE PAYABILITY CLAUSE

- 6.1 Unless it is agreed otherwise in writing, Invoices are payable net thirty (30) days after invoice.
- 6.2 Payments are made by bank transfer unless it is agreed otherwise. If a payment is not made by the agreed deadline, the sale concerned may be considered rescinded as of right, one month after formal notification issued by the Client in the form of a registered letter with receipt slip that fails to produce the desired effect despite having explicitly indicated the intention to implement the rescission clause.
- 6.3 In the event of a failure to settle an invoice by its due date, all other invoices that have been issued shall become immediately payable. Furthermore, BAYARD reserves the right to suspend not only the dispatch of merchandise ordered by the Client also the fulfilment of orders pending, all of this without prejudice to any claims for damages. Depending on the amounts owed by the Client, acceptance of an order may require the provision of special payment guarantees.

7 - PENALTIES FOR LATE PAYMENT

In accordance with the provisions of article L441-6 of the commercial code, any payment made after the deadline indicated on the relevant invoice shall give rise to the imposition of a late payment charge equal to three times the legal interest rate in effect at the time of the deadline, and of a fixed charge of 40 Euros to cover collection costs. The penalties for late payment shall be payable without the need for a reminder.

8 - CHARGES

Fixed charges of 50 Euros exclusive of tax are payable for administrative processing of each order of less than 150 Euros. The delivery of orders systematically involves the exchange of EURO pallets with the carrier because these pallets are returnable. Failure to return EURO pallets will imply in additional fee of €20 per pallet.

9 - DELIVERY TIMES

- 9.1 Taking account of BAYARD's production constraints, the delivery times indicated are minimum periods provided for information purposes. BAYARD shall do all it can to comply with the times indicated, and may carry out phased deliveries. BAYARD may not be held liable for any losses or detriment suffered as a result of late delivery. No late delivery penalty may be claimed unless it was stipulated in a special clause in the acknowledgement of receipt of the order.
- 9.2 Delivery times may moreover be extended:
 - in the event of a failure by the Client to comply with the payment terms, until such time as compliance has been achieved ;
 - if the information required of the Client is not provided in time ;
 - in the event of an occurrence of force majeure such as fire, flooding, explosion, epidemic, war, sabotage, embargo, expropriation or civil disorder ;

- in the event of incidents similar to force majeure, such as industrial disputes, serious incidents disrupting the manufacturing or tooling processes, disruption of supplies, shortages of raw materials, transport disruption or delays, or incidents affecting the activities of suppliers or subcontractors.

10 - TRANSFER OF RISK AND ACTION AGAINST CARRIERS

- 10.1 Unless otherwise specified on order, the Products are considered to be sold EX WORKS (EXW) according to the 2020 INCOTERMS of the International Chamber of Commerce. Risk is transferred to the Client at BAYARD's premises as soon as the Products are separated off and taken by the Client or the carrier, notwithstanding the retention-of-ownership right below.
- 10.2 The Products are transported at the Client's risk. The Client will be responsible for taking any action against the carrier in the event of loss or damage noted at the time of delivery. In such an event, the Client must express the appropriate reservations on the carrier's delivery note and send the carrier confirmation of these reservations, by means of an extrajudicial deed or a registered letter with receipt slip, providing an explanation for its objections, within three days, exclusive of public holidays, of receiving the items concerned, in compliance with the provisions of articles L 133-3 and L 133-4 of the commercial code.

11 - RETENTION-OF-OWNERSHIP CLAUSE

Transfer of ownership of the Products being delivered to a Client only takes place once full payment has actually been made of the principal and accessory amounts payable for it.

For the purposes of this clause, the term 'payment' shall not include the presentation of a bill of exchange or any other title creating an obligation to pay.

Any failure to pay one of the instalments owed may give rise to return of the Products held by the Client.

During the period of retention of ownership, the Client shall insure the Products against any risks or damage. Likewise it expressly agrees that it shall not sell or hand over to any third party on any basis, or grant any rights over, the merchandise that has been delivered but not paid for.

12 - RETURNS

No returns will be accepted without prior permission from BAYARD.

Only price-listed products may be taken back.

The products must be returned to BAYARD together with the authorization for return of merchandise (ARM) issued by our sales department within three months of delivery.

The costs of packaging and transporting the merchandise being returned shall be borne by the Client, who must dispatch the items with carriage prepaid and full insurance. The amount paid for returned items will be established by BAYARD after inspecting them, but will be no more than 70 % of the unit price indicated on the original invoice, taking account of any refurbishment and repackaging costs.

13 – GUARANTEES AND LIABILITY

Unless BAYARD agrees otherwise in writing, the price-listed products are guaranteed against any defects that they may present when brought into use and operated, for a period of between 1 and 10 years (depending on the Product range as indicated in our price list), as from the date of delivery.

The non price-listed products and / or products customized at the Client's request are guaranteed for a period of one year, other than in exceptional cases indicated in writing by BAYARD.

Any non-compliance or visible defects noted after delivery must be announced to BAYARD within 72 hours of the Product being received, and must be formally noted by both parties acting together and acknowledged as being the fault of BAYARD.

The guarantee also covers any latent defects in design, production or materials used. However it notably does not cover defects or damage arising from normal wear and tear, from transportation not carried out by BAYARD, from accidents, from negligence, from installation that does not comply with standard practice or with the instructions provided by our employees, from use of the Product in a manner that does not reflect its purpose or follow the vendor's instructions, or from any other event outside our control.

Any claims arising from the guarantee must be made in the form of a registered letter with receipt slip, sent before the end of the guarantee period.

The replacement of a faulty component or of the product concerned shall not trigger a further contractual guarantee period of the same duration. The costs arising from removal of the product being replaced and then re-installation of its replacement shall not be borne by BAYARD.

BAYARD shall not under any circumstances be held liable for any damage, loss of earnings or losses of an indirect, consequential or non-material nature including losses of profit or of business.

14 – ETHICAL BUSINESS PRACTICES

The Client and its partners, directors, executives, employees and representatives undertake to refrain from presenting or promising to present any cash or other items of value, directly or indirectly, to any state officials or representatives of any international public organizations, political parties or candidates for political office, with a view to obtaining or retaining an activity or to obtaining any advantage, or to any individual or company if such presentation contravenes the laws of the country in which it takes place. Any non-compliance with the provisions of this article shall constitute valid grounds for immediate cancellation of the contract by BAYARD with no compensation paid.

The Client must indemnify and guarantee BAYARD against any claims, losses, damages, and liability arising from the non-fulfilment of any of its obligations under the terms of this article. These obligations shall remain in force even after cancellation or expiry of this contract.

15 – APPLICABLE LAW AND JURISDICTION

The sale shall be subject to French Law, as an exemption from the Vienna Convention. Exclusive jurisdiction shall be held by the Lyon 'Tribunal de Commerce' (Commercial Court) for any disputes of a contractual or tortious nature, even in cases of multiple defendants or action to enforce guarantee.